

SOUTHERN DISTRICT OF NEW YORK X

In re:  
DELPHI CORPORATION, et al.,

Chapter 11  
Case No. 05-44481  
(Jointly Administered)

Debtors.

X

NOTICE OF TRANSFER OF CLAIM PURSUANT TO F.R.B.P. RULE 3001(e)(1)

Transferor: LLOYDS TSB COMMERCIAL FINANCE LTD.  
PO BOX 100  
BANBURY, OXFORDSHIRE  
UNITED KINGDOM OX16 1SG  
ATTN: ELAINE WATTS

Transferee: PML FLIGHTLINK LTD.  
NEWMAN LANE  
ALTON, HAMPSHIRE  
UNITED KINGDOM GU34 2QW  
ATTN: CLIFF JARVIS

A transfer of all right, title and interest in and to the schedule amount held by LLOYDS TSB COMMERCIAL FINANCE LTD. (the "Transferor") in the amount of **\$28,746.00** against **Delphi Automotive Systems LLC** and its affiliates.

No action is required if you do not object to the transfer of your claim. However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:

- **FILE A WRITTEN OBJECTION TO THE TRANSFER with:**

United States Bankruptcy Court  
Alexander Hamilton Custom House  
Attn: Bankruptcy Clerk  
One Bowling Green  
New York, NY 10004-1408

- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEE:**

Refer to INTERNAL CONTROL No. \_\_\_\_\_ in your objection.  
If you file an objection, a hearing will be scheduled.

IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEEE WILL BE  
SUBSTITUTED ON OUR RECORDS AS THE CLAIMANT.

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FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first party, by first class mail, postage prepaid on \_\_\_\_\_, 2006.  
INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent \_\_\_\_\_ Transferee \_\_\_\_\_ Debtor's Attorney \_\_\_\_\_

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Deputy Clerk

### QUIT CLAIM

KNOW ALL MEN BY THESE PRESENTS, that

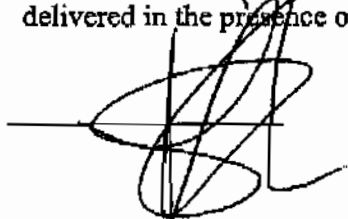
LLOYDS TSB COMMERCIAL FINANCE LTD. ("Assignor"), for good and valuable consideration paid by PML FLIGHTLINK LTD., the receipt whereof is hereby acknowledged, does hereby assign, transfer, give, grant and convey unto the said Assignee, its successors and assigns and forever quit-claim to Assignee all right, title and interest in and to (1) the pre-petition claim (the "Claim") of Assignor (including, without limitation, "claims" as defined in Section 101(5) of the Bankruptcy Code) against Delphi Automotive Systems, LLC (the "Debtor") in the Chapter 11 case relating thereto (the "Case"), including, without limitation, any and all right to receive principal, interest and other amounts in respect of such Claim; (2) all causes of action or other rights held by Assignor, whether against the Debtor or against any other party, in connection with the Claim arising under or in connection with all agreements, invoices, purchase orders or other documents executed or delivered in connection with such Claim; (3) all causes of action held by Assignor in connection with the Claim against the Debtor or any other person or entity arising under any law, including without limitation causes of action for negligence, fraud or fraudulent transfers; and (4) all cash, proceeds, securities or other property distributed or received on account of, or exchanged in return for, any of the foregoing, including, without limitation, any and all right, title and interest Assignor has or may have had in and to the accounts assigned to Assignor pursuant to that certain factoring agreement dated as of March 5, 2004 between Assignor and Assignee (all of the foregoing, collectively, the "Transferred Rights").

TO HAVE AND TO HOLD the Transferred Rights unto Assignee, so that neither Assignor, nor any other person or persons claiming under Assignor, shall at anytime claim or demand any right, title or interest in or to the Transferred Rights.

Assignor represents and warrants that it has not in any way (i) previously assigned or transferred the Transferred Rights or any portion thereof or any right, title or interest therein to any other person or entity or (ii) created any adverse claim with respect to the Transferred Rights or any portion thereof.

IN WITNESS WHEREOF, the said Lloyds TSB Commercial Finance Ltd. has hereunto set its hand and seal this 27 day of April, 2006.

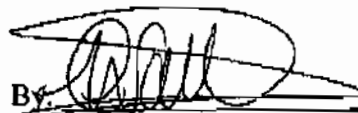
Signed, sealed and  
delivered in the presence of:



**LOUISE STANBRIDGE**

27.4.06

LLOYDS TSB COMMERCIAL FINANCE LTD.



By: ELAINE WATTS

Title: CLIENT SERVICE CONTROLLER



# Commercial Finance

Lloyds TSB Commercial Finance Ltd  
No.1  
Brookhill Way  
Banbury  
Oxon  
OX16 3EL  
England

Tel.: 01295 202128  
Fax: 01295 702082  
e-mail: elaine.watts@ltsbdf.co.uk  
website: www.ltsbdf.co.uk

Delphi Automotive Systems Ltd  
One Corporate Centre  
PO Box 9005  
Kokomo  
IN 46905 - 9005  
USA

30<sup>th</sup> March 2006

## Notice of Assignment

Dear Sirs,

**YOUR SUPPLIER** PML Flightlink Ltd  
**Our Reference** 76242/006506 Elaine Watts

We have today assigned to your supplier the balance(s) outstanding in respect of the invoice(s) listed below. All future payments and correspondence relating to these should be directed to:-

PML Flightlink Ltd  
at:- Newman Lane  
Alton  
Hampshire  
GU34 2QW

Please ensure that payments continue to be forwarded to Lloyds TSB Commercial Finance Ltd in respect of all other invoices.

INVOICE DATE	INVOICE NUMBER	INVOICE VALUE
25/08/05	26246	\$12,776.00
20/09/05	26274	\$15,970.00

Yours faithfully

Elaine Watts  
Client Service Controller  
Direct Phone 01295 202128  
Direct Fax 01295 702082

